

**AGREEMENT CONCERNING
MAINTENANCE OR REPAIR OF RESIDENTIAL PREMISES
BY TENANT**

THIS AGREEMENT is entered into as of this _____ day of _____ (date) by and between _____ (the "Landlord") and _____ (the "Tenant") concerning the property commonly known as _____ (the "Premises").

The Landlord and Tenant have entered into a separate Rental Agreement, which is governed by the Colorado Implied Warranty of Habitability Law, codified at § 38-12-501, *et seq.*, C.R.S. (the "Implied Warranty of Habitability"). The purpose of this Agreement is confirm and agree that the parties hereto are agreeing that certain obligations for repairs and/or maintenance of the Premises imposed by the Implied Warranty of Habitability upon the Landlord shall instead be performed by Tenant. Such obligations are supported by adequate consideration. The Landlord represents and warrants that the Landlord does not receive a subsidy from any governmental source, and this Agreement does not affect the obligation of the Landlord to other tenant's residential premises.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The Tenant agrees to perform the following specific repairs, maintenance tasks, alterations and/or remodeling*:

(Attach additional sheets as necessary)

The adequate consideration supporting the above obligations of Tenant is:

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and date first above written.

LANDLORD:

TENANT:

* The work must not be necessary to cure a failure to comply with § 38-12-505 (3) C.R.S. [initial condition of Premises which fails to comply with the Implied Warranty of Habitability]. However if Premises is a single family residence and the Tenant has the requisite skills to perform the work required to cure a failure to comply with § 38-12-505 (3) C.R.S. then the parties may agree to Tenant's performance of such work.